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10 Attorneys for Plaintiff
Spectrum Security Services, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

14
15 SPECTRUM SECURITY SERVICES, INC.,)
16 Plaintiff,)
17 vs.)
18 GUSTAVO NARANJO; DEPARTMENT OF)
19 HOMELAND SECURITY; and DOES 1 through)
20 100, inclusive,)
Defendant.)

Case No. Not Yet Assigned
'12CV0425 JM JMA
**SPECTRUM SECURITY SERVICES,
INC.'S COMPLAINT FOR
DECLARATORY RELIEF
[28 U.S.C SECTION 2201]**

21 Plaintiff alleges:

I. THE PARTIES

23 1. Plaintiff Spectrum Security Services, Inc. is a corporation, headquartered in Jamul,
24 California that provides Detention Officers to federal agencies throughout San Diego, Orange, and
25 Los Angeles counties.

26 2. Defendant Gustavo Naranjo and the plaintiff class are current and former Detention
27 Officers and Security Officers employed by Spectrum in California from June 4, 2004 to the present

28 3. Defendant United States Department of Homeland Security is a cabinet department

1 of the United States.

2 **II. FACTS**

3 4. Plaintiff Spectrum Security Services, Inc., ("Spectrum") is a Federal Service
 4 Contractor, subject to the Federal Service Contract Act ("SCA"), 41 U.S.C. §§351 *et seq.* The SCA
 5 is a comprehensive statutory and administrative scheme that governs all wages to be paid to
 6 employees of Federal Service Contractors. The SCA provides that wages are determined by the
 7 United States Secretary of Labor.

8 5. Spectrum contracts with federal law enforcement agencies, including Defendant
 9 Department of Homeland Security ("DHS"), to provide temporary Detention Officers on an as
 10 needed basis for Immigration and Customs Enforcement, the principal investigative arm of the
 11 DHS.

12 6. Pursuant to the dictates of the SCA, Spectrum has contracted with the DHS since
 13 2004 and its predecessor equivalent agency, United States Custom Service, since 2002, in contracts
 14 TC-I-02-014 and HSCEOP-06-C-00012. On or about March 21, 2011, Spectrum executed the
 15 current contract with the DHS, Contract No. GS-07F-0313N, Task Order HSCECR-11-F-00021
 16 ("DHS Contract"). As with its predecessor contracts the DHS Contract establishes, *inter alia*, the
 17 work schedules, hours and post coverage requirements to which the Spectrum Detention Officers
 18 are subject.

19 7. The predecessor contracts and the current DHS Contract require that Spectrum
 20 Security Officers remain at the assigned facility (the "duty location") throughout their assigned
 21 shifts. Spectrum has complied with the contracts by requiring Officers to remain at their duty
 22 locations during their meal breaks. The Security Officers are provided with a paid 30-minute meal
 23 break during which they are relieved of their duties, and they are paid for this time.

24 8. The State of California has enacted a substantial body of interrelated laws intended
 25 to uniformly regulate wages paid and hours worked by employees throughout the state of
 26 California. These laws include, *inter alia*, provisions of the California Labor Code and the Wage
 27 Orders promulgated by the California Industrial Welfare Commission ("IWC").

28 //

1 **A. POSITION OF DEFENDANT NARANJO AND OTHERS SIMILARLY SITUATED**

2 9. On June 4, 2007, Defendant Gustavo Naranjo ("Naranjo") filed a civil claim in Los
 3 Angeles Superior Court, Case No. BC372146 on behalf of himself and others similarly situated
 4 ("the Class Complaint").

5 10. On February 3, 2011 the trial court granted certification of a class consisting of all
 6 current and former Detention Officers and Security Officers employed by Spectrum in California
 7 from June 4, 2004 to the present. The certified claims allege failure to provide meal periods, and
 8 failure to pay additional wages as provided in Labor Code sections 203, 226(a), 226.7.

9 11. California Labor Code § 226.7 provides that "[n]o employer shall require any
 10 employee to work during any meal or rest period mandated by an applicable order of the Industrial
 11 Welfare Commission."

12 12. California Labor Code sections regulating meal and rest breaks are implemented by
 13 the Industrial Welfare Commission ("IWC") in the form of Wage Orders. Naranjo claims that
 14 Wage Order No. 4 applies to Detention Officers and Security Officers. Wage Order No. 4 states
 15 that employees be entirely relieved of all duties for no less than thirty continuous minutes for each
 16 shift of six or more hours, or be entitled to an additional hour of pay. Cal. Code Regs., tit. 8, §
 17 11140, 11(A). The Department of Labor Standards Enforcement ("DLSE") is charged with
 18 enforcing IWC Wage Order No. 4. The DLSE maintains that an employee is not considered
 19 "relieved of all duties" unless the employee is permitted to, *inter alia*, leave the work premises.
 20 Alternatively, Wage Order No. 4 states that when the nature of the work prohibits an off-duty
 21 break, employees may sign a revocable agreement to accept an on-duty thirty minute break. Cal.
 22 Code Regs., tit. 8, § 11140, 11(D).

23 13. Naranjo and the class allege that Spectrum is required to comply with the California
 24 Labor Code and Wage Order No. 4 by providing an off-duty, unpaid meal period and that the
 25 failure to provide an off-duty meal period requires Spectrum to pay an additional hour of wages to
 26 the Officers. Naranjo and the class seek damages equivalent to 30 days wages per class member no
 27 longer employed by Spectrum, pursuant to Labor Code § 203. Naranjo and the class also seek
 28 damages for failure to provide accurate wage statements pursuant to Labor Code § 226, permitting

1 class members to seek penalties up of up to \$4,000.00 per employee.

2 14. Spectrum denies the allegations in the Class Complaint and believes that it is
 3 complying with applicable law.

4 **B. REQUIREMENTS OF DEFENDANT DEPARTMENT OF HOMELAND**

5 **SECURITY**

6 15. The DHS, through the contract executed on March 21, 2011 as well as the
 7 predecessor contracts, requires that Spectrum shall provide both armed and unarmed, uniformed
 8 Detention Officer (DO) staff, 24 hours per day, 7 days per week, year round for the detention and
 9 transportation of immigrants under the responsibility of ICE/DRO. The contracts establish further
 10 that Spectrum shall follow the criteria described in the contracts when establishing work schedules,
 11 contact relief, rest periods, and starting and stopping work.

12 16. In common with the predecessor contracts, the DHS Contract establishes further that
 13 each employee shall remain at the duty locations until the shift is completed. Thus, the DHS
 14 Contract prohibits Spectrum employees from leaving the work premises.

15 17. On September 15, 2011, Spectrum sought direction from Defendant DHS by asking
 16 DHS to provide guidance as to whether the government's position is that 1) California law
 17 concerning the requirement of an off duty meal requirement does not apply to the Detention
 18 Officers assigned to work pursuant to the contract; or 2) Spectrum is required to follow California
 19 law and pay an additional hour of wages because the contract does not permit the Detention
 20 Officers to leave the duty location for an unpaid, duty-free meal period. A true and correct copy of
 21 the letter sent September 15, 2011 to the DHS is attached hereto as Exhibit A.

22 18. The DHS did not respond to the September 15, 2011 letter.

23 **III. JURISDICTION AND VENUE**

24 19. Plaintiff seeks relief pursuant to 28 U.S.C. § 2201(a), the Federal Declaratory
 25 Judgment Act. "In a case of actual controversy within its jurisdiction . . . any court of the United
 26 States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of
 27 any interested party seeking such declaration, whether or not further relief is or could be sought."
 28 28 U.S.C. § 2201(a). Jurisdiction is proper because there are: 1) an actual controversy and 2) an

1 independent basis for federal jurisdiction.

2 **A. Actual Controversy**

3 20. The above alleged controversy is definite and concrete, touching the legal relations
4 of parties having adverse legal interests; and is real and substantial.

5 21. Defendant Naranjo asserts that requiring Spectrum's officers to remain on duty
6 during meal periods violates the meal break requirements of IWC Wage Order No. 4, and is
7 actively litigating a class action complaint imposing penalties against Plaintiff. Defendant DHS has
8 always required that Spectrum comply with the DHS Contract and predecessor contracts, requiring
9 Spectrum's Security Officers to remain at the duty location throughout their shifts. Thus there is an
10 actual controversy, and Spectrum seeks resolution of the rights and duties of Spectrum as to
11 compliance with California law and the DHS contracts.

12 **B. Federal Jurisdiction**

13 22. This Court has federal question jurisdiction over the present controversy under 28
14 U.S.C. Section 1331 and 5 U.S.C. §§ 551-706, the Administrative Procedures Act ("APA"). "A
15 person suffering legal wrong because of agency action, or adversely affected or aggrieved by
16 agency action within the meaning of a relevant statute, is entitled to judicial review thereof." 5
17 U.S.C. § 702. Further, agency action "includes the whole or part of an agency rule, order, license,
18 sanction, relief, or the equivalent or denial thereof, or a failure to act." 5 U.S.C. § 551(13).

19 23. The APA "provides a waiver of sovereign immunity only if the action complained
20 of is an agency action and no other relevant statute expressly or implicitly forbids suit against the
21 government." *Paradyne Corp. v. U.S. Dept. of Justice, et. al.* 647 F. Supp. 1228, 1231 (1986)
22 (holding that a dispute as to enforcement of a contract between private corporation and government
23 agency established an actual controversy). Further, when "plaintiffs seek review only under the
24 general review provisions of the APA-as opposed to seeking review under specific authorization in
25 the substantive statute-the plaintiffs must challenge a final agency action." *Alabama v. United
26 States Army Corps of Eng'rs*, 382 F. Supp. 2d 1301, 1315 (N.D. Ala. 2005), citing to *Lujan v. Nat'l
27 Wildlife Fed'n*, 497 U.S. 871, 882 (1990).

28 24. Pursuant to the APA, courts may invalidate agency decisions only where those

1 decisions are ““arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with
 2 law.” 5 U.S.C. § 706(2)(A). “Administrative decisions are entitled to a presumption of validity,
 3 and “absent a showing of arbitrary action, [courts] must assume that the agencies have exercised
 4 this discretion appropriately.” *Patriot Contract Servs., LLC v. United States*, 388 F. Supp. 2d 1010,
 5 1018-1019 (N.D. Cal. 2005). *See also Paradyne Corp.* 674 F. Supp. at 1235 (“an agency's decision
 6 is entitled to a presumption of regularity.” (citing to *Citizens to Preserve Overton Park v. Volpe*,
 7 401 U.S. 402, 415 (1971).))

8 25. In order to establish finality of agency action, “first, the action must mark the
 9 consummation of the agency's decision making process. . . . And second, the action must be one by
 10 which rights or obligations have been determined, or from which legal consequences will flow.”
 11 *Bennett v. Spear*, 520 U.S. 154, 177-178 (1997).

12 26. Here, the DHS contract establishes the “consummation of the agency's decision
 13 making process,” reserving rights for the agency and delegating responsibilities to Spectrum.
 14 “[E]ntering into contracts satisfies the requirements of a final agency action.” *Alabama v. United*
 15 *States Army Corps of Eng'rs*, 382 F. Supp. 2d at 1319.

16 27. Review of the instant matter pursuant to the APA is not precluded by another statute
 17 forbidding the requested relief. Spectrum's claim is based not on contract enforcement, but on the
 18 conflict it faces based on the terms of the federal contract and the state law. *See Paradyne Corp.*
 19 647 F. Supp. at 1233 (holding that reference to a contract does not mean a claim is founded in
 20 contract). Moreover, Spectrum does not seek a traditional contract remedy, but asks this Court for
 21 declaratory relief. Claims for equitable relief “are not founded on the contract, are not precluded
 22 from Section 702 review...and therefore are not barred by sovereign immunity.” *Id.* at 1233.

23 28. Spectrum has been and will continue to be adversely affected by Naranjo's claims
 24 that the officers are entitled to a thirty minute duty free and unpaid meal break in light of DHS's
 25 requirement that Spectrum Detention Officers remain at the duty location during the entire shift,
 26 including shifts lasting more than six hours. Spectrum faces an actual controversy requiring
 27 resolution by this court of the following question: Is Spectrum required to comply with the DHS
 28 contract and cause its officers to remain on duty during meal periods, or is Spectrum required to

1 provide its officers a 30 minute off duty meal period.

2 **C. Venue**

3 29. Venue in this court is proper under 28 U.S.C. Section 1391(e) because the DHS
4 maintains facilities in the Southern District and Spectrum performs a substantial amount of its work
5 and employs members of the Class in the Southern District. *See Kelly v. Qualitest Pharms., Inc.*,
6 2006 U.S. Dist. LEXIS 65814 (E.D. Cal. 2006) (a plaintiff must show that a "substantial part" of
7 the events giving rise to the claims occurred in the chosen district).

8 **PLAINTIFF'S FIRST CAUSE OF ACTION**

9 **(For Declaratory Relief)**

10 30. Plaintiff incorporates by reference herein Paragraphs 1 through 29, above.

11 31. The conflict between the DHS Contract and Naranjo's position concerning the
12 application of California law requires that Spectrum obtain judicial guidance regarding whether it
13 must require its Officers to remain at their assigned duty locations pursuant to the DHS Contract.

14 32. Based on the foregoing, an actual controversy has arisen and now exists between the
15 parties. Plaintiff therefore requests a declaration of rights to resolve this controversy.

16 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

17 1. Entry of Declaratory Judgment affirming that the DHS Contract
18 predominates over the California Labor Code and Wage Order allegations in
19 Naranjo's Civil Complaint filed in Los Angeles Superior Court, Case No. BC
20 372146.

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28 ///

2. For recovery of Plaintiff's costs and reasonable attorneys' fees according to proof; and
3. For such other and further relief as the Court may deem proper.

Dated: February 16, 2012

CAROTHERS DiSANTE & FREUDENBERGER LLP
Dave Carothers
Nancy G. Berner

By: /s/ *Dave Carothers*
Dave Carothers
Attorneys for Plaintiff
Spectrum Security Services, Inc.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, the undersigned, declare that I am employed in the aforesaid County, State of California. I am over the age of 18 and not a party to the within action. My business address is 4510 Executive Drive, Suite 300, San Diego, California 92121. On February 16, 2012, I served upon the interested party(ies) in this action the following document described as:

**SPECTRUM SECURITY SERVICES, INC.'S COMPLAINT
FOR DECLARATORY RELIEF
[28 U.S.C SECTION 2201]**

Howard Z. Rosen
Posner & Rosen LLP
3600 Wilshire Blvd.
Suite 1800
Los Angeles, CA 90010-2679

Steven A. Micheli
Anderson & Anderson LLP
12625 High Bluff Drive, Suite 301
San Diego, CA 92130

13 (ELECTRONIC)
14 By filing the documents in accordance with General Order No. 550 via electronic filing in
accordance with the terms of the Southern District of California Electronic Case Filing
Administrative Policies and Procedures governing electronic filing and service by Notice
of Electronic Filing generated by the Case Management/Electronic Case Filing system.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 16, 2012, at San Diego, California

Leslie Rivera Mason
(Type or print name)

o, California

(Signature)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

SPECTRUM SECURITY SERVICES, INC.

(b) County of Residence of First Listed Plaintiff San Diego, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Dave Carothers, Carothers DiSante & Freudenberger, 4510
Executive Drive, Ste. 300, San Diego, CA 92110, 858-646-0000

DEFENDANTS

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.**'12CV0425 JM JMA**

Attorneys (If Known)

Howard Rosen, Posner & Rosen, LLP, 3600 Wilshire Bl., Ste.
1800, Los Angeles, CA 90010

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

Citizen of This State	<input type="checkbox"/> PTF 1	<input type="checkbox"/> DEF 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> PTF 4	<input type="checkbox"/> DEF 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	PROPERTY RIGHTS	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	LABOR	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	SOCIAL SECURITY	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 400 Other	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability			FEDERAL TAX SUITS	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence		<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:		<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General		<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights		<input type="checkbox"/> 950 Constitutionality of State Statutes
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment
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VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Section 2201(a)Brief description of cause:
It seeks declaration of rights as to a conflict between a federal contract and a civil complaint.

VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes NoVIII. RELATED CASE(S)
IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

02/16/2012

Name G. BORN

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFFP

JUDGE

MAG. JUDGE